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2011 MAY 10 PM 1:10

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the MOL/ELJSA Slot Exchange Agreement (the “Agreement”).

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the Parties to exchange slots in the Trade (as defined below).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (“Party” or “Parties”) are:

Mitsui O.S.K. Lines, Ltd. (“MOL”),
1-1, Toranomon 2-Chome, Minato-ku
Tokyo, 105-8688, Japan

Evergreen Line Joint Service Agreement, FMC No. 011982 (“ELJSA”)
No.163 SEC.1, Hsin-Nan Road Luchu
Taoyuan Hsien, 33858, Taiwan

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement shall cover transportation between (a) ports on the United States West Coast in the Tacoma/Seattle to Los Angeles range and U.S. and inland coastal points served via such ports on the one hand and ports in Japan and inland and coastal points served via such ports on the other hand (MOL JAS Loop service), and (b) ~~ports on the United States East Coast in the New York to Miami range and inland and coastal points served via such ports on the one hand and ports in the People’s Republic of China, Taiwan, Korea, and Japan and inland and coastal points served via such ports on the other hand (MOL CNY service), and (e) between ports on the U.S. West Coast in the Oakland to Los Angeles range and inland and coastal points served via such ports and ports in the People’s Republic of China, Korea and Japan and inland and coastal points served via such ports on the other hand (MOL PCE service), and (d) ports on the U.S. East Coast~~

~~in the Maine to Florida range and inland and coastal points served via such ports on the one hand and ports in the People's Republic of China, Korea and Japan and inland and coastal points served via such ports on the other hand (ELJSA's NUE service), (e) between ports in the Far East and ports in the Mediterranean (ELJSA's UAM service), and (fd) ports in the Far East and ports in the Middle East (ELJSA's APG service).~~ Reference to the APG and UAM services is for informational purposes only and is not provided for purposes of gaining any antitrust immunity under the U.S. Shipping Act of 1984, codified at 46 U.S.C. 40101 et seq. (the "Shipping Act"). The foregoing geographic scope is hereinafter referred to as "the Trade".

ARTICLE 5: AGREEMENT AUTHORITY

5.1 The Parties are authorized to exchange slots as said in Article 5.2.

5.2 The Parties will swap slots as follows: (a) ELJSA will release to MOL 150 TEUs on its UAM F.E./Med Service, ~~150 TEUs on its NUE service, and~~ 208 TEUs on its APG service, and (b) MOL will release to ELJSA 150 TEUs on its PCE Service (China, Korea and Japan/USWC), ~~and 400 TEUs on the JAS Loop (Japan/USWC), and 150 TEUs on its CNY Service (Far East/USEC).~~ The Parties are authorized to provide slots in these trades but in different services than those named on an ad hoc basis on such terms as the Parties may agree.

The TEU for slots

swapped under Article 5.2 shall average 10.0 gross weight tons on each vessel, ~~except the TEU~~
~~will average 9.5 gross weight tons on vessels in the NUE and CNY services.~~

5.3 The above cross space charter and slot swaps shall be on such terms and conditions and for a compensation to be agreed between the Parties.

5.4 Unless expressly authorized in this Agreement, neither Party shall sub-charter slots made available to it hereunder to any third-party ocean carrier without the prior written consent of the other Party.

5.5 The Parties may discuss and agree on the vessels utilized under this Agreement, including the specifications, qualifications and capabilities of such vessels, changes in vessels, vessel deployment and operation, port calls, scheduling, terminal use, allocations of space and equipment, cost allocations, data collection and distribution, forecasting, recordkeeping, accounting and settlement, stevedoring, terminal and related services, responsibility for loss, damage or injury (including provisions of bills of lading), terms and conditions for force majeure relief, insurance, guarantees, indemnification, compliance with customs, safety, security, documentation, and regulatory requirements and other operational and administrative matters. Space shall be made available at such slot charter hire and on such other terms as the Parties may agree from time to time. The Parties may make further agreements to implement the terms of this Agreement. If there is a conflict between such agreements and this Agreement, this Agreement shall prevail